

REMARKS

Claims 1-7, 9-12, 14, 73-80, 133-140 and 195-199 were previously pending in the application. Claims 1, 73, 133 and 195 have been amended by this response. Applicants submit that support for these amendments may be found throughout the specification, and thus no new matter has been added by way of these amendments. Claims 8 and 13 have been previously canceled without prejudice or disclaimer. Claims, 15-72, 81-132 and 141-194 have been previously withdrawn. Applicants respectfully request reconsideration of the instant application in view of the following remarks.

Claim Rejections - 35 U.S.C. § 102

Claims 1, 5, 9-12, 73, 77, 80, 133, 137 140, 195 and 198-199 have been rejected under 35 U.S.C. § 102(e) as allegedly being anticipated by Tavor, et al (US 6,553,347). Applicants submit that the pending claims are not anticipated by the cited reference.

In the November 28, 2007 Office Action, the Examiner stated in response to Applicants' arguments that, "...the features upon which applicant relies (i.e., bounce back offer to acquire a second product may lead to a new transaction with a supplier-partner) are not recited in the rejected claim(s)." (p. 2, ¶ 4) Applicants traverse the Examiner's statement and submit that the claims do recite limitations that reflect the described feature. For example, amended claim 1 recites, *inter alia*, "... a bounce back offer to acquire a second product or service as part of an independent bounce back transaction ..." Although of different scope, Applicants note that independent claims 73, 133 and 195 include, *inter alia*, similar claim elements. Applicants

respectfully request that, if the Examiner maintains her position, that she clarify specifically how the Tavor reference allegedly anticipates the claim element.

In the November 28, 2007 Office Action, the Examiner further stated in response to Applicants' arguments that:

In response to applicant's arguments that Tavor does not anticipate the claimed invention wherein the bounce back offer to acquire a second product may lead to a new transaction with a supplier-partner through hyperlinks...available to the user", the examiner respectfully disagrees.

Tavor discloses hereinafter, the term "discount incentive" refers to an incentive for a user to purchase a product, including but not limited to, a discount in the price of the product, a present (such as an additional product at a low cost or at no additional cost), a benefit (such as a "buyers club" card) and a discount in the price of shipping the product (col. 2, lines 56-64). Tavor further discloses the "StartP3Scr" neural network used the global parameters as well as parameters such as: whether a negotiation process took place in the current session and whether the user is a member of the merchant's loyalty club (col. 8, lines 16-23). (p. 3, ¶2-3, original emphasis)

Applicants respectfully traverse the rejection and submit that a "discount incentive" is not analogous with the "bounce back offer" recited in the pending claims. Although Applicants disagree with the Examiner's position, independent claim 1, 73, 133 and 195 have been amended to further clarify the claim language and expedite further prosecution. By way of example only, independent claim 1 has been amended to recite, "receive[ing] a seller acceptance of said conditional purchase offer and a bounce back offer ...". Applicants submit that Tavor does not teach, disclose or suggest "receiving a seller acceptance of said conditional purchase offer and a bounce back offer." Instead, the discount incentive discussed by Tavor is coupled with a seller counter-offer to act as an *alternative* to a seller acceptance of a buyer's price, to entice a potential buyer to accept the seller's pricing terms. For example, Tavor states, "the system may offer the user [a buyer] several presents or benefits *in order to secure the sale.*" (Col. 2, lines 23-24, emphasis

added). In Tavor, the discount incentive would never be received alongside a seller acceptance of a buyer offer, since the buyer would require no further enticing or incentive to engage in the transaction once a seller acceptance is received. Tavor discusses either: (1) the buyer makes a price offer and the seller accepts it with no further offers or incentives; or (2) the buyer makes a price offer, the seller makes a counter-offer coupled with a discount incentive, and the buyer accepts the counter-offer with the discount incentive. Both of Tavor's scenarios are different from the claimed "receive[ing] a seller acceptance of said conditional purchase offer and a bounce back offer ..." as recited in the claims. Accordingly, Applicants respectfully request that the Examiner withdraw this basis for rejection. If the Examiner wishes to maintain her rejection, Applicants respectfully request that she point to specific passages in Tavor discussing receipt of both "a *seller* acceptance . . . and a bounce back offer," as recited in the claims.

For at least these reasons, Applicants submit that independent claim 1 is patentably distinct from the cited reference. Applicants submit that amended independent claims 73, 133 and 195 are patentably distinct from the cited reference for at least similar reasons. Moreover, Applicants submit that claims 2-7, 9-12, 14, 74-80, 134-140 and 196-199, which are directly or indirectly dependent on independent claims 1, 73, 133 and 195 respectively, are also patentably distinct from the cited reference for at least similar reasons. Accordingly, Applicants respectfully request withdrawal of this ground of rejection.

Rejections under 35 USC § 103

Claims 2-3, 74-75, 134-135 and 196 have been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Tavor, et al in view of Official Notice. Claims 4, 6-7, 76, 78-79, 136, 138-139 and 197 have been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Tavor, et al., in view of Microsoft Office 2000 Professional Edition. Claim 14 has been

rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Tavor, et al., in view of Logan, et al. (US Patent No. 6,199,076).

Applicants traverse the Examiner's invocation of Official Notice and respectfully submit that neither the Examiner's Official Notice, Microsoft Office 2000 Professional Edition, nor the Logan patent remedy the deficiencies identified above with regard to the Tavor, et al. patent.

Accordingly, Applicants submit that independent claims 1, 73, 133 and 195 are patentably distinct from the cited references taken alone or in combination. Furthermore, Applicants submit that claims 2-3, 4, 6-7, 14, 74-76, 78-79, 134-136, 138-139 and 196-197 are directly or indirectly dependent on independent claims 1, 73, 133 or 195, respectively and are therefore patentably distinct from the cited references for at least similar reasons to those discussed above discussing deficiencies in Tavor, et al., with regard to the independent claims. Since Applicants' current remarks overcome the pending rejections, Applicants reserve the right to provide additional bases for overcoming the Examiner's rejections based on the cited prior art. In summary, Applicants submit that the cited references, taken alone or in combination, do not teach, anticipate or render obvious the claim elements in the pending claims. Therefore, Applicants respectfully request withdrawal of the rejections on these grounds.

CONCLUSION

Consequently, the reference(s) cited by the office action do not result in the claimed invention, there was/is no motivation for such a combination of references (i.e., cited references do not teach, read on, suggest, or result in the claimed invention(s)), and the claimed inventions are not admitted to be prior art. Thus, the Applicant respectfully submits that the supporting remarks and claimed inventions, claims 1-7, 9-12, 14, 73-80, 133-140 and 195-199, all: overcome all rejections and/or objections as noted in the office action, are patentable over and discriminated from the cited

reference(s), and are in a condition for allowance. Furthermore, Applicant believes that the above remarks, which distinguish the claims over the cited reference(s), pertained only to noted claim element portions. These remarks are believed to be sufficient to overcome the prior art. While many other claim elements were not discussed, Applicant asserts that all such remaining and not discussed claim elements, all, also are distinguished over the prior art and reserves the opportunity to more particularly remark and distinguish such remaining claim elements at a later time should it become necessary. Further, any remarks that were made in response to an Examiner objection and/or rejection as to any one claim element, and which may have been re-asserted as applying to another Examiner objection and/or rejection as to any other claim element(s), any such re-assertion of remarks is not meant to imply that there is commonality about the structure, functionality, means, operation, and/or scope of any of the claim elements, and no such commonality is admitted as a consequence of any such re-assertion of remarks. As such, Applicant does not concede that any claim elements have been anticipated and/or rendered obvious by any of the cited reference(s). Accordingly, Applicant respectfully requests allowance, and the reconsideration and withdrawal of the rejection(s) and/or objection(s).

If a telephone conference would facilitate prosecution of this application in any way, the Examiner is invited to contact the undersigned at the number provided.

AUTHORIZATION

The Commissioner is hereby authorized to charge any additional fees which may be required for consideration of this Amendment to Deposit Account No. 03-1240, Order No. 17200-067US1. In the event that an additional extension of time is required, or which may be required in addition to that requested in a petition for an extension of time, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely and is hereby authorized to charge any fee for such an extension of time or credit any overpayment for an extension of time to Deposit Account No. 03-1240, Order No. 17200-067US1.

Respectfully Submitted,
CHADBOURNE & PARKE, L.L.P.

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BY: /Walter G. Hanchuk
Walter G. Hanchuk
Registration No. 35,179

Address:
Chadbourne & Parke, L.L.P.
30 Rockefeller Plaza
New York, NY 10112
212-408-5100 Telephone
212-541-5369 Facsimile